

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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DONGBU INSURANCE CO., LTD.
1010 Northern Boulevard
Suite 238
Great Neck, New York 11021

MASSACHUSETTS BAY INSURANCE CO.
10 Corporate Drive
Suite 200
Bedford, New Hampshire 03110

CASE NO. 14 CV 2737
(CS) (PED)

ENCOMPASS HOME AND AUTO INSURANCE CO. ANSWER
3075 Sanders Road
Suite H1A
Northbrook, IL 60062

Plaintiffs

v.

BROAN-NUTONE
926 W. State Street
Hartford, Wisconsin 53027

Defendant.

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Defendant Broan-NuTone, L.L.C. ("Broan-NuTone"), by its attorneys, Lynch Rowin LLP, for its Answer to the Complaint, alleges as follows:

1. Admits that Dongbu Insurance Co., Ltd. is a Korean corporation and denies knowledge or information sufficient to form a belief as to the truth of the remaining

allegations in paragraph 1.

2. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 2.

3. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 3.

4. Admits the allegations in paragraph 4.

5. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 5.

6. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 6.

7. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 7.

8. Admits the allegations in paragraph 8.

9. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 9.

10. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 10.

11. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 11.

12. Admits that Broan-NuTone's principal place of business is located at 926 W. State Street, Hartford, WI 53027 and otherwise denies the allegations in paragraph 12.

13. Admits the allegations in paragraph 13.

14. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 14.

15. Denies the allegations in paragraph 15.

16. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 16.

17. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 17.

18. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 18.

19. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 19.

20. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 20.

21. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 21.

22. Denies knowledge or information sufficient to form a belief as to the truth of the

allegations in paragraph 22.

23. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 23.

24. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 24.

25. Denies the allegations in paragraph 25.

26. Paragraphs 1 through 25 are re-alleged.

27. Denies the allegations in paragraph 27.

28. Denies the allegations in paragraph 28.

29. Paragraphs 1 through 28 are re-alleged.

30. Denies the allegations in paragraph 30.

FIRST AFFIRMATIVE DEFENSE

31. The complaint fails to state a cause of action.

SECOND AFFIRMATIVE DEFENSE

32. The amount of any damages otherwise recoverable by plaintiffs should be diminished in the proportion which the culpable conduct attributable to plaintiffs' insureds bears to the culpable conduct which caused the damages.

THIRD AFFIRMATIVE DEFENSE

33. The injuries, losses or damages alleged to have been suffered by plaintiffs were

solely caused or contributed to by the comparative fault, negligence and lack of care of the plaintiffs, plaintiffs' insureds or other individuals for whose conduct Broan-NuTone is not responsible.

FOURTH AFFIRMATIVE DEFENSE

34. The injuries, losses or damages alleged to have been suffered by plaintiffs were the result of plaintiffs' insureds' assumption of the risk of such injuries, losses or damages.

FIFTH AFFIRMATIVE DEFENSE

35. Plaintiffs' causes of action are barred in whole or in part by the applicable statute of limitations.

SIXTH AFFIRMATIVE DEFENSE

36. Plaintiffs' claims are barred in whole or diminished in part in an amount fairly allocable to any party with which plaintiffs have settled or may settle.

SEVENTH AFFIRMATIVE DEFENSE

37. The injuries, losses or damages alleged to have been suffered by plaintiffs were caused or contributed to by the fault, negligence and lack of care of persons whom plaintiffs have not named as parties to this action and who plaintiffs should have named as parties.

EIGHTH AFFIRMATIVE DEFENSE

38. The limitations on joint and several liability set forth in CPLR Article 16 are applicable to this action.

NINTH AFFIRMATIVE DEFENSE

39. Plaintiffs have failed to name a necessary party to the within action.

TENTH AFFIRMATIVE DEFENSE

40. The injuries, damages and losses allegedly sustained by plaintiffs were caused by abuse, misuse and/or alteration of the allegedly defective product after it left Broan-NuTone's possession.

ELEVENTH AFFIRMATIVE DEFENSE

41. In the event that some or all of the plaintiffs' alleged economic losses were or will be replaced or indemnified from collateral sources, any award for economic loss should be reduced thereby.

TWELFTH AFFIRMATIVE DEFENSE

42. Plaintiffs' recovery is barred or limited because plaintiffs failed to mitigate their damages, if any.

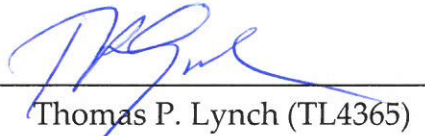
THIRTEENTH AFFIRMATIVE DEFENSE

43. Plaintiffs' damages were not reasonably incurred.

WHEREFORE, defendant Broan-Nutone demands judgment (a) dismissing the complaint, (b) granting it the costs and disbursements of this action, including attorney's fees, and (c) awarding it such other relief as is just and proper.

Dated: New York, New York
May 12, 2014

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